

3. This Court may properly maintain personal jurisdiction over Defendant because Defendant's contacts with this state and this judicial district are sufficient for the exercise of jurisdiction over Defendant to comply with traditional notions of fair play and substantial justice, satisfying the standard set forth by the United States Supreme Court in International Shoe Co. v. Washington, 326 U.S. 310 (1945) and its progeny. This Court has supplemental jurisdiction over Plaintiff's future state-law claim(s) because such claim(s) arise out of the same common nucleus of operative facts as her federal claims asserted herein.

4. Pursuant to 28 U.S.C. § 1391(b)(1) and (b)(2), venue is properly laid in this district because all of the acts and/or omissions giving rise to the claims set forth herein occurred in this judicial district, and in addition, Defendant is deemed to reside where it is subject to personal jurisdiction, rendering Defendant a resident of the Eastern District of Pennsylvania.

5. Plaintiff is proceeding herein under the Title VII, and has properly exhausted her administrative remedies by timely filing a Charge of Discrimination with the Equal Employment Opportunity Commission ("EEOC") and by filing the instant lawsuit within ninety (90) days of receiving a notice of dismissal and/or right to sue letter from the EEOC.

III. PARTIES

6. The foregoing paragraphs are incorporated herein in their entirety as if set forth in full.

7. Plaintiff is an adult individual, with an address as set forth in the caption.

6. Defendant 570 Logistics, Inc. is a corporation located at the above-captioned address which operates as an independent service provider for FedEx Ground customers.

7. At all times relevant herein, Defendant acted by and through its agents, servants and employees, each of whom acted at all times relevant herein in the course and scope of their employment with and for Defendant.

IV. FACTUAL BACKGROUND

8. The foregoing paragraphs are incorporated herein in their entirety as if set forth in full.

9. Plaintiff is a female.

10. Plaintiff was hired by Defendant as Driver on or about July 14, 2022.

11. While Plaintiff was employed with Defendant, she was placed to work at a FedEx Ground facility in Northampton, Pennsylvania.

12. At all times relevant herein, Plaintiff was deemed to be supervised by Joshua Leventhal (hereinafter “Leventhal”) - whom, upon information and belief, was based out of Defendant’s New York, New York address (as identified in the above caption).

13. When Plaintiff was hired by Defendant, she was informed that she would train and/or undergo orientation for approximately 1-2 weeks by observing another driver before being assigned routes on her own.

14. On Plaintiff’s first day of employment with Defendant, she was assigned to be mentored, oriented or trained by Natalie Puma (female – hereinafter “Puma”).

15. During her orientation with Puma, Plaintiff did not drive and was only ever a passenger.

16. While being trained by Puma on her first day of employment with Defendant, Plaintiff was subjected to unwelcomed sexual harassment, including but not limited to:

- i. Puma was very aggressive with Plaintiff;

- ii. Puma repeatedly told Plaintiff that she was good looking;
- iii. Puma repeatedly told Plaintiff that she was pretty;
- iv. Puma told Plaintiff on several occasions that day that she liked her;
- v. Puma explained to Plaintiff that she was gay;
- vi. Puma acted very flirtatious with Plaintiff; and
- vii. Puma made several comments suggesting that she and Plaintiff were going to get along well.²

17. The aforesaid sexual comments and gestures were unwelcome and made Plaintiff very uncomfortable.

18. Therefore, approximately 2/3 of the way through Plaintiff's first day of employment, Plaintiff told Puma: "I am married to a man" ... "I am a Christian woman" ... "I am not gay" ... and "I am not going to have any relationship with you other than working together."

19. Plaintiff was not rude to Puma; however, she was very direct that she was not going to be sexually harassed by or engage in any romantic relationship with Puma (as Puma was insinuating).

20. The balance of Plaintiff's workday with Puma (following her objections to the aforesaid sexual harassment and rejection of Puma's sexual advances) became very tense.

21. Plaintiff was later contacted by Leventhal via telephone toward the end of the day (and post-shift).

22. During her call with Leventhal, Plaintiff was informed that she was being terminated from her employment with Defendant (after only one day of employment).

² This is not intended to be an exhaustive list of the ways Puma sexually harassed Plaintiff during her employment with Defendant. The aforesaid sexual comments and advances are merely examples of the inappropriate and unwelcomed sexual behavior that Plaintiff was subjected to by Puma.

23. After being informed that she was being terminated from Defendant (just one day into her training/orientation), Plaintiff insisted Leventhal provide her with a reason for her termination, to which he finally replied: “you are at will” ... “I can fire you for any reason and don’t need one” and that her termination was based on “bad feedback from Puma.”

24. It is clear that Plaintiff was terminated for rejecting Puma’s sexual advances and/or objecting to sexual harassment (as discussed *supra*).

25. Plaintiff believes and therefore avers that her termination was in violation of Title VII.

Count I
Violations of Title VII of the Civil Rights Act of 1964 ("Title VII")
([1] Sexual Harassment; [2] *Quid-Pro Quo* Termination [3] Retaliation)

26. The averments of the foregoing paragraphs are hereby incorporated by reference as if set forth fully herein.

27. During Plaintiff’s first day of employment with Defendant, she was subjected to unwelcomed and consistent sexual comments and advances by her trainer, Puma.

28. Plaintiff objected to the aforesaid sexual harassment and rejected/refused to engage in any sexual/romantic relationship with Puma.

29. Almost immediately after objecting to Puma’s aforesaid unwelcomed sexual comments and advances and after making it clear that she had no intention of ever engaging in any romantic or sexual relationship with Puma, Plaintiff was informed that she was terminated.

30. When Plaintiff insisted that she be provided with a reason for her termination, her supervisor stated: “you are at will” ... “I can fire you for any reason and don’t need one” and that her termination was based on “bad feedback from Puma.”

31. Plaintiff was terminated by Defendant for her objections to sexual harassment and/or due to her refusals to engage in a sexual/romantic relationship with Puma.

32. Defendant's actions as aforesaid constitute violations of Title VII.

WHEREFORE, Plaintiff prays that this Court enter an Order providing that:

A. Defendant is to promulgate and adhere to a policy prohibiting sexual harassment, discrimination, and retaliation in the future against any employee(s);

B. Defendant is to compensate Plaintiff, reimburse Plaintiff, and make Plaintiff whole for any and all pay and benefits Plaintiff would have received had it not been for Defendant's illegal actions, including but not limited to back pay, front pay, salary, pay increases, bonuses, insurance, and benefits.

C. Plaintiff is to be awarded actual damages, as well as damages for the pain, suffering, and humiliation caused by Defendant's actions;

D. Plaintiff is to be awarded punitive damages as permitted by applicable law in an amount believed by the Court or trier of fact to be appropriate to punish Defendant for its willful, deliberate, malicious, and outrageous conduct and to deter Defendant or other employers from engaging in such misconduct in the future;

E. Plaintiff is to be accorded other equitable and legal relief as the Court deems just, proper, and appropriate;

F. Plaintiff is to be awarded the costs and expenses of this action and a reasonable attorney's fees as provided by applicable federal and state law; and

G. Plaintiff is to receive a trial by jury.

Respectfully submitted,

KARPF, KARPF & CERUTTI, P.C.

A handwritten signature in black ink, appearing to be 'Ari R. Karpf', written over a horizontal line.

By:

Ari R. Karpf, Esquire
3331 Street Road
Two Greenwood Square
Suite 128
Bensalem, PA 19020
(215) 639-0801

Dated: January 31, 2023

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CASE MANAGEMENT TRACK DESIGNATION FORM

Frances Esteves

v.

570 Logistics, Inc.

CIVIL ACTION

NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

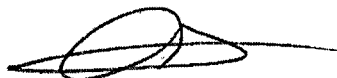
- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (X)

1/31/2023

Date

(215) 639-0801

Telephone



Attorney-at-law

(215) 639-4970

FAX Number

Plaintiff

Attorney for

akarpf@karpf-law.com

E-Mail Address

DESIGNATION FORM

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: 5 N. 19th Street, Easton, PA 18042

Address of Defendant: 433 Broadway, Suite 632, New York, NY 10013

Place of Accident, Incident or Transaction: Defendant's place of business

RELATED CASE, IF ANY:

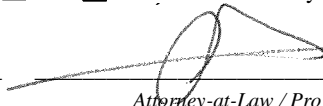
Case Number: _____ Judge: _____ Date Terminated: _____

Civil cases are deemed related when **Yes** is answered to any of the following questions:

- | | | |
|--|------------------------------|--|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

I certify that, to my knowledge, the within case ☐ is / ☒ is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 1/31/2023


Attorney-at-Law / Pro Se Plaintiff

ARK2484 / 91538

Attorney I.D. # (if applicable)

CIVIL: (Place a ✓ in one category only)

A. Federal Question Cases:

- | | |
|-------------------------------------|---|
| <input type="checkbox"/> | 1. Indemnity Contract, Marine Contract, and All Other Contracts |
| <input type="checkbox"/> | 2. FELA |
| <input type="checkbox"/> | 3. Jones Act-Personal Injury |
| <input type="checkbox"/> | 4. Antitrust |
| <input type="checkbox"/> | 5. Patent |
| <input type="checkbox"/> | 6. Labor-Management Relations |
| <input checked="" type="checkbox"/> | 7. Civil Rights |
| <input type="checkbox"/> | 8. Habeas Corpus |
| <input type="checkbox"/> | 9. Securities Act(s) Cases |
| <input type="checkbox"/> | 10. Social Security Review Cases |
| <input type="checkbox"/> | 11. All other Federal Question Cases |
- (Please specify): _____

B. Diversity Jurisdiction Cases:

- | | |
|--------------------------|--|
| <input type="checkbox"/> | 1. Insurance Contract and Other Contracts |
| <input type="checkbox"/> | 2. Airplane Personal Injury |
| <input type="checkbox"/> | 3. Assault, Defamation |
| <input type="checkbox"/> | 4. Marine Personal Injury |
| <input type="checkbox"/> | 5. Motor Vehicle Personal Injury |
| <input type="checkbox"/> | 6. Other Personal Injury (Please specify): _____ |
| <input type="checkbox"/> | 7. Products Liability |
| <input type="checkbox"/> | 8. Products Liability – Asbestos |
| <input type="checkbox"/> | 9. All other Diversity Cases |
- (Please specify): _____

ARBITRATION CERTIFICATION

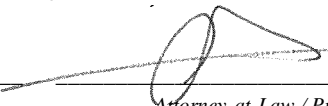
(The effect of this certification is to remove the case from eligibility for arbitration.)

I, Ari R. Karpf, counsel of record or pro se plaintiff, do hereby certify:

☒ Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:

☐ Relief other than monetary damages is sought.

DATE: 1/31/2023


Attorney-at-Law / Pro Se Plaintiff

ARK2484 / 91538

Attorney I.D. # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

